

**AGREEMENT**

**between**

**BOARD OF EDUCATION OF  
EAST MAINE SCHOOL DISTRICT 63**

**and**

**EAST MAINE CUSTODIAL  
MAINTENANCE ASSOCIATION**

**July 1, 2022 – June 30, 2026**

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## PREAMBLE

Members of the East Maine Custodial/Maintenance Association, the Board of Education, and the District Administration commit to building a positive and effective working relationship.

We acknowledge and celebrate our differences because they enrich our possibilities. We stand united in some deeper purposes and shared beliefs. We believe that a strong and effective school district depends on our ability to work well together, and we further believe that a strong and effective system of communication is critical for the preservation and improvement of public education in Illinois.

To build our working relationship and create a climate of trust, we pledge to do the following:

- Respect one another
- Be proactive vs. reactive
- Actively listen to one another
- Communicate with candor and honesty
- Seek information before reaching conclusions
- Focus on the future and not the past
- Embrace the challenges of the future
- See problems as opportunities to work together
- Recognize each other's needs and interests
- Seek consensus whenever possible
- Celebrate our accomplishments
- Recognize the dignity and contributions of each other
- Encourage and support risk taking
- Build shared vision
- Presume positive intent

Specifically, the East Maine Custodial/Maintenance Association and the District Administration will do the following:

- Meet regularly to exchange thoughts and ideas and share information
- Work together to develop and refine the process and procedures of the District
- Expect both administrators and members on committees to routinely share summaries from meetings with their respective staff
- Continually acknowledge the District's mission of empowering all students to succeed in a changing world

## **AGREEMENT**

Between the Board of Education of School District No. 63, Cook County, Illinois, and the East Maine Custodial Maintenance Association, IEA.

### **ARTICLE 1** **RECOGNITION**

- 1.1 The Board of Education of School District No. 63, Cook County, Illinois, hereinafter referred to as "Board", recognizes the East Maine Custodial Maintenance Association, IEA, hereinafter referred to as "Association", as the exclusive bargaining agent for all full-time employees who serve regularly as custodians and maintenance personnel more than fifty percent (50%) of the time and who are employed more than ninety (90) consecutive days a year.
- 1.2 As used herein, "employee" shall mean all those persons within the bargaining unit described in the preceding paragraph.
- 1.3 The Board agrees not to negotiate with any other employees' organization, individual employee, or group of employees with regard to negotiable items as defined in Section 11.1 of Article 11 unless otherwise provided for in this Agreement, or unless mutually agreed to by the parties during the term of this Agreement.

### **ARTICLE 2** **EMPLOYEE AND ASSOCIATION RIGHTS**

- 2.1 Right to Representation — When an employee is required to appear before the Board concerning any matter which could adversely affect his/her employment or his/her salary, the employee shall be entitled to have a representative of the Association present if he/she shall so request and he/she shall be advised in writing of the reason for such requirement. The right to a representative shall also prevail when the employee is required to appear before the Administration for a conference in which the employee is to be disciplined.
- 2.2 Personnel File — Each employee shall have the right, during normal business hours, upon request, to review the contents of his/her personnel file, except for recommendations and/or reports from references and other employers. Each employee also has the right to place therein written reactions to any of its contents. There shall be one (1) official personnel file for each employee.
- 2.3 Right to Organize/Non-Discrimination — Employees shall have the right to organize, join or not join and assist the Association and to participate in negotiations with the Board. The Board shall not discriminate against any employee with respect to hours, wages, terms, and conditions of employment for reasons of his/her membership in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint, or proceeding under this Agreement.

## 2.4 Dues Deductions

- a) The Board shall deduct from the pay of each employee the membership dues of the Association, provided that, at the time of such deduction, there is in the possession of the Board a written authorization form for dues deduction executed by the employee. For employees who are employed as of the first day of the school year, such authorization forms shall be forwarded to the Business Office within ten (10) calendar days and dues deductions will begin September 15. For employees hired after the start of the school year, such authorization forms shall be forwarded to the Business Office within ten (10) days of the employee's start date and dues deductions will begin with the first pay period following receipt of the authorization form for the employee. The annual membership dues shall be deducted in accordance with the provisions of the authorization form furnished by the Association. The authorization shall remain in effect from year to year unless the employee revokes said authorization or termination of employment with the District. Until otherwise notified, the District will implement dues deduction as required by Illinois law. The deductions shall be in an amount determined by the Association, subject to the following conditions:
  - 1) In the event Association dues shall have increased from the previous year, the Association shall certify the amount of increase and total dues in writing to the Business Office by August 1 of the year in which the increase is to take effect;
  - 2) Failure to notify the Business Office by August 1 will waive the Board's obligation to change the dues deduction for that year;
  - 3) Except for National Education Association life members or part-time employees, dues to be deducted shall be the same for each employee.
- b) The amount to be deducted shall be prorated from each paycheck, starting September 15 and ending June 30.
- c) All dues deducted by the Board shall be remitted to the Treasurer of the Association or designee no later than ten (10) business days after the payroll date for which such deductions are made.
- d) The Association shall indemnify and hold harmless the Board, its members, non-bargaining unit employees and agents from any and all claims, demands, suits and costs incurred in connection with any claims, demands or suits resulting from any reasonable action taken or omitted by the Board, its members, non-bargaining unit employees and agents for the purpose of complying with the provisions of this Section.

## 2.5 Association/Use of Facilities – The Association shall not be denied the following:

- a) The use of school buildings for Association meetings of reasonable frequency and

at reasonable hours provided such do not interfere with the District's programs in any way. If special supervision or custodial services are required as a result of such meetings, the Association shall reimburse the Board for same; and,

- b) The use of employee mailboxes, and reasonable space on designated school bulletin boards for the purpose of internal Association communication. The use of mailboxes shall be limited to a reasonable volume, and a copy of all general announcements so distributed shall be concurrently made available to each building principal and to the Superintendent or his/her designee.
- 2.6 Negotiations Leave – The Board may grant release time, without loss of salary, for two (2) representatives of the day/night custodial staff to participate in negotiations provided that the Association compensate the Board for all salaries (at a time and one half hourly rate) expended to compensate the substitute who shall be recruited solely from the day or evening custodial staff. If a substitute is unavailable, then the designated representative shall not be excused to participate in negotiations. As an alternative, the Association may find voluntary replacements to do the work of such representatives. However, these replacements must be approved by the Director of Operations and Maintenance and the Association will notify the administration a minimum of 48 hours in advance that they plan to substitute a volunteer replacement rather than pay an overtime rate.
- 2.7 Copies of Agreement — Within thirty (30) days of ratification of the Agreement by both parties, the Board shall prepare and distribute an electronic copy of the Agreement for each employee and for the President of the Association or his/her designee. The Association and Board shall share equally in the cost of reproducing, photocopying, and distributing copies of the Agreement to employees.
- 2.8 Requests for Information — The Board will grant reasonable requests from the Association for any readily available and pertinent information which may be relevant to negotiations or for the processing of a grievance. The Board shall not be required to do any research or assemble information in connection with any Association requests.
- 2.9 Association Leave — Should the Association send representatives officially designated, in writing, to local, state or national conferences or on other business pertinent to Association officers, these representatives shall be excused without the loss of salary provided (a) the total days requested by the Association for such leaves does not exceed six (6) days in the aggregate per year, (b) the Association secures the necessary substitutes and promptly reimburses the Board for the costs of such substitutes, and (c) a written notification for leave shall be submitted to the Superintendent by the President of the Association at least five (5) employment days in advance.
- 2.10 Use of District Equipment — The Association and its representatives shall have the right to use District telephones for non-toll calls only, personal computers, calculators, audiovisual, duplicating equipment, fax machine, internet, e-mail and other district-wide use technology, to the extent that such use in no way interferes with District use of said equipment, or the employee's job responsibilities, and the Association will reimburse the District for any additional costs related to the Association's use of this equipment. Use of

internet and e-mail shall be in accordance with the provisions of the District *Access to Electronic Networks* policy/guidelines.

- 2.11 Hold Harmless Provision — The Board acknowledges its obligation pursuant to The School Code to protect and indemnify employees covered by this Agreement from all claims, including the defense thereof, when damages are sought for negligent acts allegedly committed within the scope of employment or pursuant to Board direction.

### **ARTICLE 3**

#### **GRIEVANCE PROCEDURE**

- 3.1 a) Any claim by the Association or an employee that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.
- b) All time limits consist of work days.
- c) The grievance shall be filed with Step 1 no later than twenty (20) days following the occurrence of the alleged violation, misinterpretation, or misapplication or within twenty (20) days from the time the grievant could reasonably have become aware of the occurrence of the alleged violation.
- 3.2 Procedures – The parties hereto acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:
- a) Step 1. The employee or the Association may present the grievance in writing to the Director of Operations and Maintenance (head custodian, day custodian, and night custodian shall report to the Building Principal), who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Association's representative, the grievant, and the Director of Operations and Maintenance (or Building Principal) shall be present for the meeting. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the Director of Operations and Maintenance's (or Building Principal's) written response, including the reasons for the decision.
- b) Step 2. If the grievance is not resolved at Step 1, then the grievant or the Association may refer the grievance to the Superintendent or his/her official designee within ten (10) days after receipt of the Step 1 answer or within twelve (12) days after the Step 1 meeting, whichever is later. The Superintendent or his/her designee shall arrange with the Association representative for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within ten (10) days of the meeting the Association shall be provided with the

written response of the Superintendent or designee, including the reasons for the decision.

- c) Step 3. If the Association is not satisfied with the disposition of the grievance at Step 2 or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to final and binding arbitration under the Labor Arbitration Rules of the American Arbitration Association which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within twenty (20) days of the date for the Step 2 answer, then the grievance shall be deemed withdrawn.
  - 1) The arbitrator shall have no power to alter the terms of this Agreement. The arbitrator's decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.
  - 2) The arbitrator is empowered to render such award as shall be within his/her lawful authority.
- 3.3 Bypass to Superintendent — If the Association and the Superintendent agree, Step 1 of the grievance procedure may be by-passed and the grievance brought directly to Step 2.
- 3.4 Bypass to Arbitration — If the Superintendent and the Association agree, a grievance may be submitted directly to arbitration.
- 3.5 All records relating to the processing of the grievances shall be filed separately from the personnel files of the participant(s).
- 3.6 Time limits may be extended by written mutual agreement.
- 3.7 The Association may designate one member of the bargaining unit to attend an arbitration hearing as its representative without loss of pay provided (a) the Association secures a substitute and promptly reimburses the Board for the costs of such substitute, and (b) a written notification shall be submitted to the Superintendent by the President of the Association at least five (5) employment days in advance of the start of the hearing.
- 3.8 If the Association or any member files a claim or complaint in any court of law or other appropriate governmental agency other than through the grievance procedure of this Agreement, then the Board shall not be required to process the same claim or set of facts through this grievance procedure. This Paragraph shall not prohibit the Illinois Educational Labor Relations Board from deferring a dispute to arbitration in accordance with its rules.



## **ARTICLE 4**

### **PROBATIONARY PERIOD**

4.1 A new employee shall be termed a “probationary” employee. The probationary period shall be one year from the date services are first performed. Upon the completion of the probationary period, the employee shall be placed on the seniority list as a regular employee. Having passed the probationary period and having become a regular employee, such an employee will be considered a continuing employee from year to year unless the employee is terminated in accordance with Article 5, “Employee Termination”. A probationary employee may be discharged without recourse any time prior to the end of the probationary period. The discharge of a probationary employee shall not be subject to the grievance and arbitration provisions as set forth in Article 3 and shall not be otherwise challengeable under any other of the provisions of this Agreement.

#### 4.2 Evaluation

- a) Notification — Upon initial employment, employees shall be advised of the District’s evaluation procedures. Each employee shall have the opportunity to respond in writing to an evaluation. Each evaluation will become part of an employee’s personnel file.
- b) Association Input — The District will provide the Association with a copy of any evaluation instrument prior to the adoption of such an instrument and will consider comments of the Association concerning such instrument.

## **ARTICLE 5**

### **EMPLOYEE TERMINATION**

- 5.1 Employees, but not including probationary employees described in Article 4 of this Agreement, shall not be dismissed or suspended as a disciplinary sanction except for a just cause. This section does not apply to investigatory suspension with pay.
- 5.2 Prior to the issuance of a written notice of termination, the appropriate administrator shall have a conference with the employee, including, if requested, a review of the employee’s personnel file. If requested by the employee, an Association representative may be present at such conference.

## **ARTICLE 6**

### **HOLIDAYS**

- 6.1 Each employee shall be granted as a paid holiday during the school term any normal work day which is calendared by the Board as a school holiday and the Central Office is closed.
- 6.2 Each full-time, full year employee shall be entitled to and shall receive holiday pay for no less than twelve (12) days per calendar year. Such days shall include all legal school holidays, the Fourth of July, and if school is closed on such day, the first day of Rosh

Hashanah and Yom Kippur. If the foregoing totals less than twelve (12) days, such employee shall be entitled to a floating holiday(s) on a date mutually selected by the Association and/or employee and the Superintendent or designee. In the event a recognized holiday falls on a Saturday, the employee shall receive holiday pay for the Friday before the actual holiday. If a holiday falls on a Sunday, the employees shall receive holiday pay for the Monday following the actual holiday.

- 6.3 Emergency Closings — In the event of an emergency school closing that includes all twelve (12) month employees, any employee who reports for work that day shall be entitled to a floating holiday on a date mutually selected by the employee and the Director of Operations and Maintenance, and subject to final approval by the Principal.

## **ARTICLE 7** **VACATIONS**

- 7.1 Vacation time shall accrue to full-time employees as follows:

Year 1	.4166 days per pay period (10 days per year)
Years 2 through 5	.4583 days per pay period (11 days per year)
Years 6 through 10	.625 days per pay period (15 days per year)
Year 11+	.8333 days per pay period (20 days per year)

Years of service will be calculated based on the anniversary date of employment for the employee.

Vacation time shall be scheduled so as to cause minimal disruption to the instruction program. Vacation time may not be accumulated in excess of twenty (20) days unless otherwise approved by the Superintendent or designee and due to extraordinary circumstances. Once an employee accumulates twenty (20) days of vacation no additional days will accrue until the accumulated vacation time balance is less than twenty (20) days. The Human Resources Department will provide a vacation balance statement twice monthly to coincide with each pay period.

- 7.2 No later than May 1 employees shall indicate their preferences for specific vacation periods in writing to the Director of Operations. To the extent feasible, such preferences for vacation schedules will be honored on the basis of seniority. Any subsequent vacation requests shall be submitted at least ten (10) working days in advance.
- 7.3 An employee who terminates his/her employment for any reason shall be compensated for the unused portion of vacation time to a maximum of twenty (20) days.
- 7.4 If during an employee's vacation period a paid holiday occurs which could have excused such employee from working if he/she had not been on vacation, such holiday shall not be counted as part of the vacation period.
- 7.5 Vacation time may be taken in increments of eight (8) hours, or four (4) hours at the start or end of the employee's shift (unless otherwise approved by the Director of Operations

and Maintenance or designee).

## **ARTICLE 8**

### **HOURS OF WORK AND OVERTIME**

- 8.1 Each full-time employee shall be entitled to a half hour consecutive, duty free non-paid lunch period during each eight (8) hour work shift, and one 15-minute break per each four hours worked.
- 8.2 In the event an employee is required to work at more than one building during any one shift, travel time shall be considered part of the regular work shift. In addition, employees required to work at more than one building and/or use their own vehicle for approved school business shall be compensated at the rate approved by the Board of Education for travel.
- 8.3 Any work beyond forty (40) hours per week shall be considered overtime work.
- 8.4 Every effort shall be made to notify employees of the necessity for overtime work as soon as possible. Where custodian overtime is required at a particular building, overtime opportunities will be offered to custodians assigned full-time to that particular building before offering it to other bargaining unit members.
- 8.5 Overtime work shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate, provided overtime worked on Sundays and holidays declared by the Board shall be paid at two times the employee's regular hourly rate.
- 8.6 When an employee is called to work outside his/her regular work schedule, he/she shall be paid a minimum payment of three (3) hours pay (at the employee's rate). If an employee returns home and is called to work again, each such incident shall be treated as a separate incident for purposes of compensation as noted herein. This paragraph shall not be applicable to early call-in time or holdover time, i.e., an extension either at the beginning or the end of an employee's regular shift.
- 8.7 Paid holidays and paid leave days shall be counted as days worked when determining overtime pay.
- 8.8 There shall be no pyramiding of overtime payments in any of the above provisions.

## **ARTICLE 9**

### **LAYOFFS**

- 9.1 If necessary to reduce the size of the staff, it shall be done in the reverse order of seniority within the separate classifications which are: Maintenance Men, Head Custodian/Floater, and Day/Night Custodian. The classification shall be: Rank 1 – Maintenance; Rank 2 – Head Custodian/Floater Custodian; and Rank 3 – Day/Night Custodians. In the event a Maintenance Man or Head Custodian is laid off, he/she shall have the right to replace the

least senior employee in the lower rank of classification provided his/her total seniority entitles him/her to do so.

- 9.2 If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, such positions will be offered to the employees dismissed from that category or any other category of position, so far as they are qualified to hold the available position in the reverse order of the lay-off.

This provision shall not apply to probationary employees.

- 9.3 Any such employees so recalled shall not be deemed to have suffered a break in employment as a result of such lay-off, but the employee shall not earn any benefits, including seniority, for the period of such lay-off.

- 9.4 When any condition arises that reduces the work load to the extent that a layoff is contemplated, the Board will first meet and confer with the Association regarding any district layoff plan before instituting such plan.

Regular part-time and probationary employees shall be laid off prior to full-time members of the bargaining unit.

- 9.5 As used herein, "seniority" shall mean continuous full-time employment commencing with the completion of the probationary period. Seniority shall terminate upon dismissal, resignation, retirement, or any other permanent cessation of employment. Seniority shall not terminate upon entering a leave of absence, but an unpaid leave of absence of more than ninety (90) continuous calendar days shall not be included in the computation of seniority.

## **ARTICLE 10**

### **HEALTH AND SAFETY**

- 10.1 Employees shall not be required to work under conditions which are clearly injurious to health and safety, provided such shall not excuse the performance of duties reasonably necessary for the protection of students and employees.

## **ARTICLE 11**

### **NEGOTIATIONS PROCEDURES**

- 11.1 The parties agree that their duly designated representatives shall negotiate in good faith with respect to terms and conditions of employment. Each party shall select its own representatives. Negotiations shall begin no later than May 15 of the calendar year in which this Agreement terminates unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties.
- 11.2 If after a reasonable period of negotiation and within ninety (90) days before the scheduled start of the upcoming school year, the parties engaged in collective bargaining have reached

impasse, either party may petition the Illinois Educational Labor Relations Board ("IELRB") to initiate mediation or request a mediator through the Federal Mediation and Conciliation Service.

- 11.3 At any time, the parties may jointly request mediation.
- 11.4 When an impasse is declared or the Illinois Educational Labor Relations Board invokes mediation, the parties shall seek to agree upon a mediator. If the parties fail to reach such agreement within seven (7) calendar days, the parties shall select a mediator from the staff of the Federal Mediation and Conciliation Service. If the Federal Mediation and Conciliation service is unable for any reason to provide a mediator within ten (10) calendar days after being so requested, the parties shall select a mediator from a list to be supplied by the American Arbitration Association. The cost of the mediator, if any, will be shared equally by the Board and the Association.
- 11.5 Once a mediator has been appointed or selected, the mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately, and shall take such steps, as the mediator may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator shall not, without the consent of both parties, make findings of fact or recommend terms of settlement. Any time after fifteen (15) days of mediation, either party may initiate the public posting process. The mediator may initiate the public posting process at any time fifteen (15) days after mediation commenced. Initiation of the public posting process must be filed with the IELRB and copies must be submitted to the parties the same day. Within seven (7) days after the initiation of the public posting process, each party shall submit to the mediator, the IELRB and the other party in writing the most recent offer of the party, including a cost summary. Seven (7) days after receipt of the parties' offers, the IELRB will make the offers public.

## **ARTICLE 12**

### **LEAVES**

- 12.1 Sick Leave – During the first two (2) years of employment, each employee shall be entitled to ten (10) days of sick leave per school year without loss of pay. Beginning with the third year of employment, each employee shall be entitled to fifteen (15) days of sick leave per school year without loss of pay. Sick leave shall accumulate without limit. Sick leave shall be interpreted to mean personal illness or the serious illness or death in the immediate family or household or birth, adoption, or placement for adoption. The immediate family for purposes of this Article shall include: parents, spouse, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.
- 12.2 Personal Business Leave – Each employee shall be entitled to use three (3) days of personal business leave without loss of pay. Except in the case of an emergency, written application, including a general description of the necessity for personal business, shall be submitted forty-eight (48) hours in advance to the Superintendent or designee. Leave shall be granted

if the employee cannot reasonably complete such business during non-work hours.

Personal business leave shall not be applicable to allow the employee to engage in travel, recreation, a job interview, other employment or a work stoppage. Such leave shall not be granted during the first five (5) or the last five (5) teacher employment days of each school term or the employment day immediately preceding or following a school vacation or holiday, provided this restriction shall not apply to recognized religious holidays, an emergency or unique circumstances which shall be explained. Each day of personal business leave used shall be deducted from accumulated sick leave.

- 12.3 Jury Leave - When a jury summons is received, the employee shall notify his/her immediate supervisor immediately. Any employee called for jury duty during working hours shall be paid his/her full salary for such time and suffer no loss of benefits or contractual advantage. The employee shall retain any sums received for such service.
- 12.4 Military Leave — An employee who is a member of an armed service reserve, when called for summer camp or special duty, shall be granted special leave without pay up to thirty (30) calendar days to fulfill such duty.
- 12.5 Bereavement Leave - In the case of death in the immediate family or household, employees shall be granted up to four (4) days of bereavement leave per death without loss of pay. Immediate family or household shall be defined as set forth in the School Code. Bereavement leave is apart from sick leave and is non-cumulative. Employees may use sick leave for additional days of leave for death in the immediate family or household. If sick leave is exhausted, additional days may be applied for to the Superintendent or designee as leave without pay.

In the case of death of an aunt or uncle, an employee may use personal business leave to attend the funeral of such aunt or uncle. If personal business leave is exhausted, the employee will be allowed to use sick leave up to three (3) days annually to attend the funeral(s) of aunts or uncles. If sick leave has been exhausted, additional days may be applied for to the Superintendent or designee as leave without pay.

- 12.6 Workers' Compensation — An employee injured on the job and who is deemed eligible for benefits under the Illinois statutes governing Worker's Compensation for replacement of lost wages shall, at the employee's request, receive paid sick leave in an amount equal to the difference between the employee's regular salary (exclusive of overtime or stipends) and the amount received pursuant to such Worker's Compensation statute. Such sick leave payments shall be deducted from accumulated sick leave, but the benefits received pursuant to Worker's Compensation shall not be so deducted.
- 12.7 Other Leave of Absence — An employee may be granted a leave of absence by the Board for good cause and to the extent that the requirement of service to the District permits. Such leave shall be without pay or other benefits, provided however, the employee may, with the consent of the insurance provider, maintain all insurance benefits if permitted by the insurance carrier during the period of the leave by payment of all premiums due in reasonable intervals in advance to the Business Office. The granting of a leave of absence

hereunder shall be within the sole discretion of the Board and shall be non-precedential with respect to such employee or any other employee regardless of similarity of circumstances. Should an employee not return upon the expiration of the leave of absence, or if the employee shall accept full-time employment elsewhere during such leave of absence, the employee shall be deemed to have submitted his/her resignation.

- 12.8 The Board acknowledges its obligation to adhere to the provisions of the Family and Medical Leave Act. Any alleged violation thereof shall be processed through the procedures established for this purpose by the U.S. Department of Labor and not through the grievance procedure of this Agreement.

### **ARTICLE 13**

#### **VACANCIES, PROMOTIONS, AND TRANSFERS**

- 13.1 When a vacancy for either a promotional or new position occurs within the bargaining unit, such vacancy shall be posted and applications will be accepted from employees within the bargaining unit.
- 13.2 When a vacancy occurs in a promotional or new position, qualified employees shall on the basis of seniority be given every consideration before a permanent appointment is made. Employees who apply for a vacancy will receive written notice acknowledging that their application will be considered for such vacancy. Should an employee decline a promotion, it shall have no impact upon that employee's future rights to promotion. If an employee accepts a promotional appointment, he/she shall serve on a probationary basis therein for a period of one hundred eighty (180) calendar days. If during such probationary period, such employee shall be deemed to be not performing to the required level of that position, he/she shall be returned to a position equal to the compensation level received before accepting such promotional opportunity.
- 13.3 If an employee is demoted, assigned or transferred to a position carrying a lower rate of pay, such lower rate of pay shall apply as long as the employee remains in such position.
- 13.4 Involuntary Transfers - Should an involuntary transfer of a bargaining unit employee be necessary, the involved employee(s), the immediate supervisor(s) and the Association President shall be notified as soon as practicable and shall promptly have an opportunity to meet with the Assistant Superintendent of Human Resources, or any other appropriate administrator, regarding the same.
- 13.5 Any custodian temporarily assigned to head custodian duty will receive a 14% increase to the base pay beginning on the eleventh (11th) consecutive day in the position through completion of the temporary assignment.

### **ARTICLE 14**

#### **BOMB THREAT**

- 14.1 In the event that a school official is notified of a bomb threat, the employees covered by this contract shall render all possible aid in the evacuation of the building. Said employees

shall also make their knowledge of the building(s) available to the proper authorities, but they shall not otherwise be required to search for the bomb.

## **ARTICLE 15**

### **UNIFORMS**

- 15.1 The Board will provide for all employees any combination of uniform clothing from the authorized District uniform list and proper footwear applicable to his/her job classification not to exceed three hundred and fifty-five (\$355) dollars. If the total cost of the uniform selection exceeds the cost of three hundred and fifty-five dollars (\$355), the employee will pay the difference in cost.
- 15.2 The Board shall annually provide the employee with up to three (3) pairs of protective gloves as are required in the performance of their assigned duties.
- 15.3 Failure of an employee to wear district authorized uniform clothing or to utilize safety equipment as required by law, or as directed by an appropriate supervisor shall be just cause for suspension without pay or dismissal, provided such shall be subject to accepted principles of progressive discipline.
- 15.4 The Association will be given the opportunity for input regarding the items included on the authorized District uniform list. However, the Board of Education retains final authority regarding the items to be included on the list.

## **ARTICLE 16**

### **RESIGNATION**

- 16.1 When an employee decides to resign, he/she shall notify his/her immediate supervisor in writing at least ten (10) working days before the final day of work. The employee who is resigning will be compensated for the vacation time due him/her.

## **ARTICLE 17**

### **SALARY AND FRINGE BENEFITS**

- 17.1 Compensation for the employees will be paid pursuant to the process described in this Article 17.

<b>School Year</b>	<b>Salary Increase</b>
2022-2023	4.75%
2023-2024	4.75%
2024-2025	3.5%
2025-2026	3.5%



Full-time employees will receive the percentage increase in pay at the beginning of each year of the contract.

Head custodians will receive a pay differential to be added to their base salary as determined by the following criteria:

<b>Square Feet Served</b>	<b>Differential Per Custodian Supervised</b>
Less than 60,000	None
60,001 to 120,000	\$900
120,001 to 180,000	\$1,000
Greater than 180,000	\$1,100

#### Longevity

Commencing with the 15th year of full-time service in the District - \$0.60 per hour. Commencing with the 20th year of full-time service in the District - an additional \$0.40 per hour for a total longevity of \$1.00 per hour. Employees must work at least fifty percent (50%) of the fiscal year (July 1 –June 30) for the year to count as a year of service toward receiving longevity.

- 17.2 All full-time employees will be eligible for coverage under the District's medical insurance plan. The District will not change its medical insurance plan without first providing notice to the EMCMA as well as providing an opportunity for Association input.

All employees electing insurance coverage will pay five percent (5%) of the premium for single HMO coverage, and the Board of Education will contribute up to ninety-five percent (95%) of the premium for HMO single coverage towards the plan selected by the employee. However, if the employee participates in the wellness blood draw and biometric (survey) screening (or any other additional wellness program options as agreed upon by the Insurance Committee), the Board will contribute up to 100% of the premium for HMO single coverage toward whichever plan the employee chooses (plus one, family, or other) available at the time. The employee is responsible for any premium in excess of the Board contribution. The blood draw can occur at a District sponsored on-site wellness screening or through the employee's own physician. The physician must certify that the blood test is equivalent to the test offered at the on-site wellness screening. The insurance on all dependent (family) coverage will also be on a contributory basis regarding premium payment by the individual employee.

If at any time the insurance provider shall require a minimum level of participation, and an insufficient number of persons shall elect such coverage to satisfy such minimum participation, employees shall be required to participate in such program on an involuntary basis based upon the following:

- a) Volunteers; and
- b) In inverse order of seniority. ("Seniority" shall be defined in Section 9.5 of this Agreement.)

If persons employed by the School District other than those in the bargaining unit defined in Article 1 of this Agreement are affected by such insurance coverage, involuntary participation shall be pro rata in the same proportion as the total number of employees in the bargaining unit bears to the total number of persons employed by the School District who are covered by such insurance. The group term life insurance coverage provided by the Board for each full-time employee shall be equal to the employee's annual salary rounded to the nearest \$1,000.

### 17.3 Contract Salary — Hours of Employment

The contract salary shall be based upon an hourly rate predicated upon 2,080 hours of employment per year.

### 17.4 Retirement Benefit

- a) The District will pay full-time employees who retire into the Illinois Municipal Retirement Fund system from the District a service stipend based on years of full-time continuous service with the District as set forth in the following chart:

Years of Service			2022-2026
11 - 14 years			\$200.00/year
15+ years			\$250.00/year

Years of service will be calculated based on the anniversary date of employment for the employee. This amount will be spread out over the remaining pay periods, not to exceed a six percent (6%) increase in compensation, and the remainder will be paid following the effective date of retirement. In order to be eligible for this retirement incentive an employee must give irrevocable notice of retirement at least five (5) months prior to the effective date of retirement. The employee will work with the Business Office to secure payment of these benefits in a manner to maximize benefits under the Illinois Municipal Retirement Fund system and to avoid payment by the Board of any penalty.

- b) The District will give credit for unused sick days of the retiree, which can be applied to IMRF creditable years of service.

### 17.5 COBRA Rights

The Board acknowledges its responsibilities to provide employees terminating their service to be apprised of their rights under COBRA.

### 17.6 Insurance Committee

For the duration of this Agreement, a Joint Health Insurance Committee will be convened and maintained to review options to contain or reduce the cost of health insurance coverage. The Committee shall be composed of representatives from each employee group, three (3) of whom will be named by the EMCMA and also the Board of Education. The Committee will be co-chaired by the Superintendent or designee and the EMEA

President or designee, who shall both be responsible for scheduling meetings and preparing necessary documentation for each meeting. The Committee will meet as deemed necessary, but no less than quarterly each year. The Committee will maintain minutes of its meetings for distribution on the District intranet system.

Working in a collaborative fashion, Committee recommendations will be made by consensus. The Committee will have access to all relevant information, as allowed by law, necessary to function. The Committee may utilize individuals, who are not Committee members, as resources to assist in performing Committee work.

Recommendations, if any, of the Committee will be made to the Board of Education for review and consideration. Such recommendations may be used by the Board and the various bargaining unit representatives in future collective bargaining. Beginning in 2014-2015 school year, the Committee will examine and may make recommendations to expand the wellness options.

## **ARTICLE 18**

### **EFFECT OF AGREEMENT**


- 18.1 Complete Understanding – The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.
- 18.2 Savings Clause – Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.
- 18.3 Waiver of Additional Bargaining – The parties acknowledge that during the negotiations which resulted in this Agreement, each has had the unlimited right and opportunity to make demands, and proposals with respect to any subject or matter not removed by law and by specific agreement of the parties. Therefore, the Board and Association for the life of this Agreement each voluntarily and unqualifiedly waive any right which may otherwise exist to negotiate over a matter or subject area which either is referred to in this Agreement or which was referred to in a proposal or counter-proposal made by either party during the course of negotiations on this Agreement.
- 18.4 Board Rights – All functions, rights, and powers or authority of the Board which are not specifically limited by the express language of this Agreement are retained by the Board.
- 18.5 No Strike – During the term of this Agreement and any extension thereof, no employee covered by this Agreement, nor the Association, nor any person acting on behalf of the Association, shall ever or at any time engage in or authorize any strike, or other refusal to render full and complete services to the Board, or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the School District.

18.6 Effective Date – This contract shall be effective upon the date of its execution and shall continue in effect until 11:59 June 30, 2026.

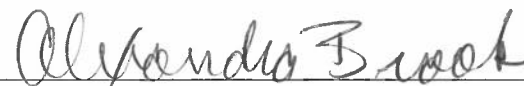
This Agreement is signed this 2nd day of June 2022.

IN WITNESS WHEREOF:

FOR THE EAST MAINE CUSTODIAL-  
MAINTENANCE ASSOCIATION

  
\_\_\_\_\_  
June 3, 2022

FOR THE BOARD OF EDUCATION OF  
EAST MAINE SCHOOL DISTRICT 63

  
\_\_\_\_\_  
June 2, 2022

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## APPENDIX A

### NEW HIRE PLACEMENT SALARIES

<b>Contract Year</b>	<b>Head</b>		<b>GMS Head</b>	<b>Maintenance</b>
	<b>Custodian</b>	<b>Custodian</b>	<b>Custodian</b>	
<b>2022-23</b>	\$48,156	\$54,979	\$55,660	\$59,074
<b>2023-24</b>	\$50,443	\$57,591	\$58,304	\$61,880
<b>2024-25</b>	\$52,209	\$59,606	\$60,344	\$64,046
<b>2025-26</b>	\$54,036	\$61,692	\$62,456	\$66,287

## MEMORANDUM OF AGREEMENT

### **BOARD INSURANCE CONTRIBUTION**

THIS AGREEMENT is made this 2nd day of November 2023, by and between the BOARD OF EDUCATION OF EAST MAINE SCHOOL DISTRICT NO. 63, COOK COUNTY, ILLINOIS (the "BOARD") and the EAST MAINE CUSTODIAL MAINTENANCE ASSOCIATION, IEA/NEA (the "EMCMA").

WHEREAS, the EMCMA is the exclusive bargaining representative for the BOARD'S custodial and maintenance employees; and

WHEREAS, the BOARD and the EMCMA are currently parties to a collective bargaining agreement covering the period 2022-2026; and

WHEREAS the BOARD and the EMCMA desire to implement language regarding Board and employee health insurance contributions for the duration of their current collective bargaining agreement as noted below.

NOW, THEREFORE, in consideration of the following mutual promises, the BOARD and the EMCMA agree as follows:

Section 1. For the remainder of the 2022-2026 collective bargaining agreement, Article 17.2 of the collective bargaining agreement will be suspended. The relative Board and employee health insurance contribution will be governed as follows:

All full-time employees will be eligible for coverage under the District's medical insurance plan. The District will not change its medical insurance plan without first providing notice to the EMCMA, as well as providing an opportunity for the Association input.

Beginning in the 2023-2024 school year, the Board and employee portions of the health insurance premiums will be determined as follows:

<u>Plan Selected</u>	<u>Premium Contribution</u>
1. HMO Illinois/HMO Advantage Single Coverage without Participation in Wellness Program	Board pays 95% Employee pays 5%
2. HMO Illinois/HMO Advantage Single Coverage AND Participation in Wellness Program	Board pays 100%

- |   |  |
|---|--|
| 3. ALL other plans selected without Participation in Wellness Program | Board pays amount equal to 95% of 127.177% of HMO Illinois Single coverage premium<br><br>Employee pays any remaining premium amount |
| 4. All other plans selected AND Participation in Wellness Program     | Board pays amount equal to 127.177% of HMO Illinois Single coverage premium<br><br>Employee pays any remaining premium amount        |

In implementing the Board premium contribution, no employee may receive an amount in excess of the actual cost of the plan/coverage chosen.

In order to receive the 100% or 127.177% Board contribution noted above toward whichever plan/coverage the employee chooses (plus one, family, or other), the employee must participate in the wellness blood draw and biometric (survey) screening (or any other additional wellness program options as agreed upon by the Insurance Committee), offered by the District. The employee is responsible for any premium in excess of the Board contribution. The blood draw can occur at a District sponsored on-site wellness screening or through the employee's own physician. The physician must certify that the blood test is equivalent to the test offered at the on-site wellness screening.

For purposes of implementing this provision for the 2023-24 school year, the Administration and the EMCMA leadership will agree to select an open enrollment period prior to January 1, 2024, to allow employees to elect their insurance coverage for the remainder of 2023-24. Employees who elect to remain on their current plan/coverage will receive the additional Board insurance contribution, if entitled, retroactive to the beginning of the school year. However, employees choosing to change their insurance plan/coverage will receive the additional Board insurance contribution on a pro-rata basis effective from the date of the new plan.

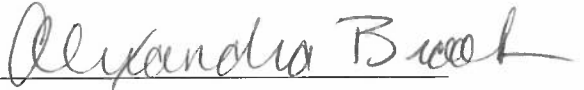
Section 2. The BOARD and the EMCMA agree that this Memorandum of Agreement does not represent a permanent change to the parties' collective bargaining agreement. It is provided as an equivalent benefit to that found in the new agreement between the Board and the EMEA. As such, it will be implemented for the duration of the 2022-2026 EMCMA agreement. Upon the expiration of said agreement, the Board and the EMCMA will commence bargaining for a successor agreement and the starting point for such bargaining will be the insurance language found in Section 17.2 of the 2022-2026 agreement.

EAST MAINE EDUCATION  
CUSTODIAN AND MAINTENANCE  
ASSOCIATION, IEA/NEA

By:   
President

Date: 10/24/23

BOARD OF EDUCATION OF  
EAST MAINE SCHOOL DISTRICT  
NO. 63, COOK COUNTY, ILLINOIS

By:   
President

Date: 11/2/2023

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